

## Grant Agreement

**Title of Project:** Devices and Digital Skills: supporting those in need

**1. Description of grant:**

Restricted grant to support you in respect of set up, distribution and support given to individuals for devices and data connectivity provided. A minimum of 6 hours support must be provided.

**2. Amount of grant:**

£120 per individual supported to receive and use a device.

**3. Project Aims:** Good Things Foundation working with JP Morgan Chase Foundation to distribute devices and data, with support, to digitally excluded people of a working age on a low income. Devices will be distributed by the end of July 2021 and the support and reporting period for the project will be until end of September 2021.

**4. Deliverables:** You agree:

- a. That you are receiving the devices as agents of, and on behalf of Good Things Foundation for distribution to identified recipients;
- b. To use your best judgement to ensure each individual meets the eligibility criteria set out
- c. To distribute the devices to identified recipients who meet the qualifying criteria for the project, as set out in the guidance provided by Good Things Foundation.
- d. To receive and distribute the donated devices as directed by Good Things Foundation and in accordance with the health and social distancing guidelines provided to you by Good Things Foundation (in compliance with government advice) and within 2 weeks after receiving the devices;
- e. To set up the devices according to the guidance from Good Things Foundation, installing the readme file; and other apps or links relevant to the individual based on your initial assessment;

- f.** To support the individual recipient of each device in order to help them set up and use the device effectively. This must include providing practical support on keeping safe online (using the guidance and resources provided by Good Things Foundation as appropriate);
- g.** To comply with all reporting requirements for this project, including a partner feedback survey at the end of the project in August 2021;
- h.** That You will collect data from beneficiaries at two points in the project (Baseline, Impact), inputting data on Good Things Foundation's data capture tool CaptureIT by the required deadlines;
  - i.** The baseline data to be completed by the end of July 2021;
  - ii.** The impact data to be completed by 31 August 2021);
  - iii.** A failure to submit a minimum of 70% of the impact data without a reasonable justification may lead to payments being withheld; and
- i.** To monitor the receipt of all devices and in the event of a failure in delivery, contact Good Things Foundation as soon as possible and within 1 week of delivery due date; and in the event of a failure in the device or connectivity or peripherals, conduct an investigation as to the cause of such failures and escalate to the project team at Good Things Foundation as soon as possible and within 2 weeks of device delivery date.
- j.** To monitor and keep a record of all devices delivered at your Centre. You must notify Good Things Foundation, if you suspect any of the devices are stolen, lost or misappropriated while at your centre immediately.

**5. Data Collection:**

- a.** You agree to ensure that both the Baseline and Impact data on CaptureIT are completed for each beneficiary receiving a device.
- b.** When completing the form, you will ensure that:-
  - i.** The beneficiaries understand the information that is being collected and ensure they understand the privacy statement in order to give Good Things Foundation informed consent;
  - ii.** The CaptureIT data collection tool is only used to collect the required data;
  - iii.** You do not retain any personal and sensitive information provided on paper or any other means to record the data other than the CaptureIT tool authorised by us;
  - iv.** Any data collection activity is in compliance with GDPR obligations.

**6. Target users/audience if applicable and not covered by outputs:** Devices and data are to benefit people in line with the following eligibility criteria:

- a. Live in Edinburgh, Glasgow, East London or Bournemouth
- b. Be 18 years old or over and on a low income;
- c. Be digitally excluded – this means they can't afford internet access and their own appropriate device.
- d. An appropriate device is one that is suited to their needs and so can enable them to easily and confidently perform key online tasks, for example joining a group video call or booking a GP appointment.
- e. Each beneficiary is only entitled to one device.

**7. Due Diligence**

- a. You will at all times comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to, the Bribery Act 2010.
- b. If You have any grounds for suspecting Financial Irregularity in the use of any part of the Grant or in relation to the Project, You must notify Us immediately, and, where appropriate, the police.
- c. Ensure to implement a safeguarding policy. Key policies, training, systems and people must be in place to safeguard both your staff and the beneficiaries during service delivery; this includes knowledge of when to report safeguarding concerns, who to report these to and how to balance choice, control and safety.

**8. Start date of Project:** June 2021

**9. End date of project:** 30 September 2021

**10. Payment schedule - amounts and dates**

This grant payment of £120 per individual supported to receive and use a device will be made to you in September 2021 subject to satisfactory delivery and you completing the reporting requirements outlined in the Deliverables section 4 (H & I).

(For your individual centre information please see your funding notification email)

## **BACKGROUND:**

- A.** We, the Funder, have agreed to pay the Grant to You, the Recipient, to assist in carrying out the Project.
- B.** This Agreement sets out the terms and conditions under which the Grant is made by Us to You.
- C.** These terms and conditions are intended to ensure that the Grant is used for the purposes for which it is awarded.

## **AGREED TERMS:**

### **1. Definitions and Interpretation**

The following definitions apply to expressions used in these Terms:

**“Business Day”** shall mean a week day from Monday to Friday (inclusive) except bank or public holidays in England;

**“Confidential Information”** means any information that You provide to Us, or vice versa, that is indicated or marked as “Confidential” at the time it is provided or ought reasonably be considered to be confidential.

**“Funding Notification email”** means the email sent to You to notify You of the grant award.

**“Grant”** means the funding provided or to be provided as defined in the Grant Schedule and the Funding Notification email.

**“Grant Documentation”** means the documentation associated with the Grant including, but not limited to, the online Project Application Form, the Grant Schedule and these Terms, and the Funding Notification email.

**“Grant Project Period”** means the term of the Project as set out in the Grant Schedule.

**“Grant Schedule”** means the schedule titled as such to which these Terms are attached

**“Know-how”** means any information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

**“Project”** means the project named in the Grant Schedule for which the application of the Grant is to be carried out in accordance with these Terms.

**“Project Outputs”** means the project outputs to which You are committed as set out in the Grant Schedule.

**“Registered Online Centre”** shall mean an organisation that has applied and been accepted as an Online Centre through the Good Things Foundation Registration Process”; <https://www.onlinecentresnetwork.org/ournetwork/join-the-network>

**“Start Date”** means the date specified as such in the Grant Schedule or such later date as shall be notified to You, being the date on which the Project will be started by You.

**“Terms”** means this document as amended from time to time.

**“The Recipient/You/Your”** means You, the Registered Network Partner named in the Grant Schedule being the recipient of the Grant.”

**“Total Amount”** means the total amount of the Grant as set out in the Grant Schedule.

**“We/Us/Our”** shall mean the Good Things Foundation Organisation being the Funder

**“You/Your”** shall mean the Registered Online Centre being the recipient of The Grant

## **2. Project Requirements**

**2.1.** We have agreed to provide the Grant (exclusive of value-added tax (“VAT”) to You, and You accept the Grant, on the terms of the Grant Documentation.

**2.2.** To qualify for payment, You shall:

**2.2.1.** at all times be a registered Online Centre;

**2.2.2.** warrant that you are in a position to begin delivery of the Project by the start date and run the event during the grant delivery period;

**2.2.3.** at all times comply with all applicable laws;

**2.2.4.** not at any time make significant changes to the Project without Our prior written agreement;

**2.2.5.** notify Us in advance where You intend to apply to a third party for other funding for the Project, and, where such funding is obtained, it will provide Us with details of the amount and purpose of that funding. You agree and accept that You shall not apply for duplicate funding in respect of any part of the Project or any

related administration costs that We are funding in full under this Agreement.

- 2.3.** The Project must be delivered and completed in accordance with the Grant Documentation. You must:
- 2.3.1.** exercise the standard of skill, care and diligence in implementing the Project that would generally and reasonably be expected of a provider of similar activities including compliance with any codes of ethics, regulations or other industry standards relevant to the Project;
  - 2.3.2.** make best endeavours to produce the Project Outputs;
  - 2.3.3.** ensure that any information provided to Us is true and accurate in all material respects, and notify Us in writing within 2 weeks of any changes to the information provided to us in respect of the Project (including any changes to information contained in reports);
  - 2.3.4.** maintain accurate financial records, in accordance with applicable accounting standards, in relation to the use of the Grant;
  - 2.3.5.** not do, or cause to be done, or allow to be done, anything within Your reasonable control, that may harm or result in detriment to Our good name and reputation or may adversely affect, reflect or impact on Us.

### **3. Payment of the Grant**

- 3.1.** If you fail to comply with all or any of the terms of this Agreement we are entitled to seek a refund of all monies paid or suspend any payment that may be due to you and terminate the Grant.
- 3.2.** Your initial claim for payment and acceptance of your contract must be made through our website on [Manage Your Funding](#).
- 3.3.** Any Payment of the Grant will be made by Us via the Bank Automated Clearing System (BACS) into the nominated bank account, as outlined in the contract on [Manage Your Funding](#).
- 3.4.** Any overpayment of the Grant must be repaid to Us as on demand.
- 3.5.** Failure by You to meet Our quality requirements set out in the Grant Schedule may result in a suspension or reduction of any payment made or due.

- 3.6.** We reserve the right to vary or cancel the Project without being liable for any loss in the event that Our funding for the Project is suspended, varied or withdrawn by our funder prior to the start date of the project.
- 3.7.** Any outstanding amounts owed to Good Things Foundation, by a network partner, must be paid in full before any grant funding payments can be processed. Grant funding will be held back until full payment has been received by Good Things Foundation.
- 3.8.** The project must be delivered in line with the [Terms and Conditions of the Use of the website](#). If you fail to comply with the terms we will withdraw current funding.

#### **4. Monitoring**

- 4.1.** You must provide all information reasonably requested by Us for the purpose of monitoring and evaluating the delivery and success of the Project.
- 4.2.** You shall, with or without prior notice, permit any person authorised by Us such reasonable access to Your employees, agents, premises, facilities, documents, and records for the purpose of discussing, monitoring, and evaluating Your fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations for them.
- 4.3.** We reserve the right to see upon request evidence of a complete and rigorous written policy and set of procedures in place at all times to safeguard children, young people or vulnerable adults and compliance with such policies and procedures.
- 4.4.** Where You have obtained funding from a third party for Your delivery of part of the Project, You shall include the amount of such funding in Your financial reports together with details of what that funding has been used for.
- 4.5.** You must collect, keep and make available to Us 7 Years of Financial records for all expenditure directly or indirectly relating to the Project. Starting from the date you accept these terms. We reserve the right to ask You for this information upon completion of the Project.
- 4.6.** You must ensure that the beneficiaries who have received a device sign at the point of delivery to acknowledge they have received the device. We reserve the right to ask You for this information upon completion of the Project.

#### **5. Intellectual Property rights**

- 5.1.** All rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, know-how and any other Intellectual Property Rights whatsoever owned by either party before the Start Date shall remain the property of that party.
- 5.2.** All rights, title and interest in or to any information, data, reports, documents procedures, forecasts, technology, know-how in any Intellectual Property designed by You in the course of the Project shall be Our property. You shall at Our request and expense execute any related documents and perform such activities as required by Us to vest all rights, title and interests to or in any such Intellectual Property to Us.
- 5.3.** Where We have provided You with any of Our Intellectual Property Rights for use in connection with the Project (including without limitation Our name and logo), You shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by Us except where We have given You express written consent to use such rights.

## **6. Data Protection and Confidentiality**

- 6.1.** All confidential information provided by Us and used by You during the course of the Grant Project Period shall remain Our property and You will treat it as strictly confidential.
- 6.2.** All confidential information provided by You and used by Us during the course of the Grant Project Period shall remain Your property and We will treat it as strictly confidential.
- 6.3.** You shall (and shall procure that any of Your staff involved in connection with the activities under the Agreement shall) comply with any notification requirements under relevant data protection legislation including but without limitation the Data Protection Act 2018, and both Parties will duly observe all their obligations under such legislation, which arise in connection with the Agreement.
- 6.4.** General Data Protection Regulation:
  - 6.4.1.** You will comply with the *General Data Protection Regulation* in relation to any personal data (as defined in that legislation) that is collected, used, processed or disclosed under this Grant Agreement, as applicable;



- 6.4.2.** You will not do anything with Personal Data that will cause us to breach our obligations under the *General Data Protection Regulation*;
- 6.4.3.** You will provide all assistance as required by us to assist us in complying with our obligations under the *General Data Protection Regulation* when dealing with personal data.
- 6.5.** You will comply with any other applicable laws in relation to data protection and privacy.

## **7. Notification**

- 7.1.** You must immediately notify Us in writing of any incident or circumstance involving:
  - 7.1.1.** a breach or a potential breach of these Terms;
  - 7.1.2.** a conflict of interest or a potential conflict of interest that may restrict you in undertaking the Project in a fair and independent way;
  - 7.1.3.** an emergency affecting the Project;
  - 7.1.4.** anything that may have any negative impact on Our good name and reputation; and
  - 7.1.5.** anything which would, or would likely, have a material impact on the desired Project outcomes.

## **8. Information and images**

- 8.1.** To enable Us to promote Our activities or the Project, You agree to:
  - 8.1.1.** permit Us to use information about You or the Project: and
  - 8.1.2.** provide to Us relevant images about You or the Project (ensuring that the consent in relation to the use of such image has been obtained in respect of any person who may appear in each image).

## **9. Limitation of Liability**

- 9.1.** We accept no liability for any consequences, whether direct or indirect, that may come about from Your running of the Project, the use of the Grant or from withdrawal of the Grant.

- 9.2.** Subject to Clause 9.1, Our liability under this Agreement is limited to the payment of the Grant.
- 9.3.** Notwithstanding the above, nothing in these terms shall limit or exclude the Parties' liability for:
- 9.3.1.** death or personal injury resulting from a party's negligence;
  - 9.3.2.** fraud or fraudulent misrepresentations; or
  - 9.3.3.** anything for which the Parties cannot legally limit or exclude or attempt to limit or exclude their liability.

## **10. Insurance**

- 10.1.** The Recipient shall effect and maintain with a reputable insurance company a suitable policy or policies in respect of all risks which may be incurred by it, arising out of the performance of its obligations under the Contract. The Recipient shall have
- 10.1.1.** Employer Liability Insurance with a Five million pound minimum coverage;
  - 10.1.2.** Public Liability insurance for a minimum of two million pound coverage.
- 10.2.** If We ask, You must provide certificates of currency for the insurance and/or a warranty from Your insurer that the policy extends to and will cover potential liability arising under this Agreement.

## **11. Warranties**

- 11.1.** You warrant, undertake and agree that:
- 11.1.1.** You have all necessary resources, approvals, powers and expertise to deliver the Project (assuming due receipt of the Grant);
  - 11.1.2.** You shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify Us immediately of any significant departure from such legislation, codes or recommendations;
  - 11.1.3.** All financial and other information concerning You which has been disclosed to Us is to the best of Your knowledge and belief, true and accurate;

- 11.1.4.** You are not aware of anything in Your own affairs, which You have not disclosed to Us or any of Our advisers, which might reasonably have influenced Our decision to make the Grant on the terms contained in this Agreement;

## **12. Duration**

- 12.1.** Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the anniversary of expiry of the Grant Period or for so long as any Grant monies remain unspent by You, whichever is longer.
- 12.2.** Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

## **13. Termination**

- 13.1.** We may terminate this Agreement and any Grant payments on giving You one week written notice if:
  - 13.1.1.** You breach any of your obligations under this Agreement and we consider that the breach cannot be rectified;
  - 13.1.2.** You breach any of your obligations under this Agreement and You do not rectify the breach within 14 Business Days after We give you a notice to rectify it;
  - 13.1.3.** We are satisfied on reasonable grounds that you are unable or unwilling to satisfy the terms of this Agreement;
  - 13.1.4.** in relation to this Agreement or Project, you breach a law of your territory
  - 13.1.5.** It is the reasonable opinion of the Funder, that a fraudulent activity has been committed by the Recipient, and the Recipient does not cooperate with the Funder to provide sufficient evidentiary information to satisfy the Funder, no fraud has taken place.

## **14. Indemnity**

- 14.1.** You shall indemnify and hold harmless Us, Our employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred

by reason of Your actions and/or omissions in relation to the performance or non-performance of the Project, the non-fulfilment of Your obligations under this Agreement or Your obligations to third parties, including any infringement of a third party's Intellectual Property Rights and any breach of Your data protection obligations.

## **15. Assignment**

**15.1.** You may not, without Our prior written consent, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

## **16. Waiver**

**16.1.** If either party fails to enforce, or delays in enforcing, an obligation of the other party, or fails to exercise or delays in exercising a right under these Terms, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver by either party of any provision of these Terms will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.

## **17. Notices**

**17.1.** All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) or otherwise notified in writing. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.30 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

## **18. Amendments**

**18.1.** No variation or amendment of these Terms will be effective unless it is made in writing and signed by both Parties.

## **19. Dispute Resolution**

**19.1.** In the event of any complaint or dispute (which does not relate to our right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution between the parties themselves with a view to

resolve the matter within 14 days, or such other period as may be mutually agreed.

**19.2.** Should the complaint or dispute remain unresolved in accordance with clause 19.1, either party may refer the matter to the SRO nominated by Good Things Foundation and the nominated SRO of your organisation with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by both parties.

**19.3.** In the absence of agreement under Clause 19.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

## **20. No Partnership or Agency**

**20.1.** This Agreement shall not create any partnership or joint venture between Us, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

## **21. Governing Law and Jurisdiction**

**21.1.** These Terms shall be governed by and construed in accordance with the laws of England and Wales.

**21.2.** The English Courts shall have exclusive jurisdiction to deal with any dispute between the parties in connection with the Project or the Grant, or which has arisen or may arise out of, or in connection with these Terms.

## **22. Anti-discrimination**

**22.1.** You and Your representatives must comply with, and must use all reasonable endeavours to ensure that Your activities and those individuals and organisations funded by this Grant comply with the Equality Act 2010. In particular, You shall ensure that when services are provided by or through this Grant, due regard is given to:

**22.2.** Eliminate unlawful discrimination, harassment, victimisation and any other conduct prohibited by the Equality Act 2010;

**22.3.** Advance equality of opportunity between people who share a protected characteristic and those who do not share it; and

**22.4.** Foster good relations between people who share a protected characteristic and those who do not share it.

## **Annex 1: Data Processing Annex**

### **1. Interpretation**

In this Data Processing Annex, the following terms shall have the following meanings:

Data Protection Legislation: (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then; (ii) any successor legislation to the GDPR or the Data Protection Act 1998; (iii) where applicable, the guidance and codes of practice issued by the Information Commissioner.

Learner: a person registered on Good Things Foundation Systems (Learn My Way including CaptureIT and English My Way including learner questionnaire) through your centre as a data subject as defined under the GDPR

Personal Data: the personal data that the parties process in connection with the delivery of the Project; "Controller", "Processing" of personal data and "personal data" shall acquire the meaning given thereto in the Data Protection Legislation.

Third Country: as defined in clause 8.1 of this Data Processing Annex;

We/Us/Our: Good Things Foundation

You/Yours: the registered Online Centre being the recipient of the grant

### **2. Scope and Purpose**

**2.1.** The provisions of this Data Processing Annex shall apply only and to the extent that the parties process Personal Data in connection with the delivery of the Project.

### **3. Compliance with the Data Protection Legislation**

**3.1.** The Parties shall comply with obligations under all applicable Data Protection Legislation at all times when processing Personal Data.

**3.2.** The Parties shall process Personal Data only in the way and for the purposes set out in clause 4.

### **4. Nature and purpose of the Processing and Processing instructions**

**4.1.** Personal Data shall be processed by the Parties in order to aid delivery of the Project.

**4.2.** The parties will take such measures as are reasonably necessary to process Personal Data.

### **5. Confidentiality and Security**

**5.1.** The parties undertake to treat all Personal Data confidentially. Unless required otherwise by this agreement, the parties shall not disclose any Personal Data to a third party other than:

**5.1.1.** their own employees and contractors for whom such disclosure is reasonably necessary for the delivery of the Project; or

**5.1.2.** Insofar as required by law, by any government body or other regulatory authority, or by a court or other competent body; and

On condition that the persons to whom Personal Data may be disclosed pursuant to clause

5.1 are bound by obligations of confidentiality which correspond with those imposed by this Data Processing Annex or by the grant terms and conditions;

5.2. Taking into account the state of technology, the execution costs, as well as the nature, scope, context and purposes for processing Personal Data, the parties shall take appropriate technical and organizational measures to prevent any accidental or unlawful destruction, loss, modification, unauthorised disclosure of or access to the Personal data.

## **6. Notification of a breach in connection with Personal Data**

**6.1.** Each party shall inform the other by means of written notice as promptly as reasonably possible upon becoming aware of a security breach which accidentally or unlawfully leads to the destruction, loss, modification, unauthorized disclosure or access to Personal Data processed under this Data Processing Annex.

## **7. Subcontracting and Subprocessing**

**7.1.** The parties may subcontract all or part of the Personal Data Processing to subcontractors provided the relevant party and the subcontractor have concluded a written processing agreement which imposes obligations that correspond to those stipulated in this Data Processing Annex.

## **8. Transfer of Personal Data to Third Countries**

**8.1.** The Parties may transfer Personal Data to a recipient in a country outside the European Economic area (such a country being referred to as a Third Country), only if

**8.1.1.** The EU Commission has taken an adequacy decision concerning that Third Country in accordance with the applicable Data Protection Legislation;

**8.1.2.** The transfer falls within the scope of the EU-US Privacy Shield programme; or

**8.1.3.** The recipient has concluded an agreement with the relevant party which contains model clauses approved by the EU Commission or by another competent governmental authority in accordance with the applicable Data Protection Legislation.

## **9. Audit**

**9.1.** Each party shall inform the other if, in its opinion, an instruction results in a violation of the Data Protection Legislation.

## **10. Assistance in handling requests from Data Subjects**

**10.1.** The parties shall cooperate in:

**10.1.1.** The handling of requests from data subjects in exercising their rights; and

**10.1.2.** The performance of a data protection impact assessment in connection with the delivery of the Project.

**11. Term and Termination**

**11.1.** This Data Processing Annex shall enter into force as of the effective date of the grant agreement and shall remain in force as long as the parties process personal data under it.